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10 Attorneys for Plaintiff Mike-SAB, LLC

11
12 **UNITED STATES DISTRICT COURT**
13 **DISTRICT OF NEVADA**

14 **MIKE-SAB, LLC, a Nevada Limited**
Liability Company

15
16 **Plaintiff,**

17 **vs.**

18 **FEDERAL DEPOSIT INSURANCE**
19 **CORPORATION dba SILVER STATE**
20 **BANK, formerly a Nevada banking**
company; **SILVER STATE BANK; and**
21 **DOES I through V, inclusive,**

22 **Defendants.**

Case No.: 2:08-cv-1762-RLH-LRL

STIPULATION AND
ORDER DISMISSING CASE

23
24 Plaintiff Mike-SAB, LLC ("Mike-SAB") and Defendant Federal Deposit Insurance
25 Corporation ("the FDIC"), by and through their undersigned counsel, hereby stipulate and agree
26 to the following:

27 WHEREAS, counsel for Mike-SAB and the FDIC have been engaged in ongoing
28 settlement negotiations;

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1 WHEREAS, counsel for Mike-SAB has been engaged in re-negotiating the terms of Mike-
2 SAB's loan with the party to whom the loan was assigned;

3 WHEREAS, Mike-SAB has successfully re-negotiated the terms of its loan by entering
4 into a Forbearance Agreement;

5 WHEREAS, the terms of the Forbearance Agreement include a Release of the FDIC and a
6 Covenant not to Sue the FDIC;

7 WHEREAS, the parties agree that the instant action should be dismissed, with each party
8 bearing its own fees and costs;

9 WHEREAS, there are no other deadlines that are affected by this stipulation and proposed
10 order that are presently known to the parties; and

11 WHEREAS, this stipulation is not entered into for any improper purpose or to delay.

12 THEREFORE, the parties stipulate and request an order dismissing this action in its
13 entirety with prejudice, with each party bearing its own fees and costs.

14 DATED this 24 day of March, 2011

15 REEDER LU, LLP

16
17 By 

H. Mark Madnick, Esq.
2121 Avenue of the Stars, Suite 950
Los Angeles, CA 90067
Attorney for Plaintiff

20 DATED this 29 day of March, 2011

21 GREENE INFUSO, LLP.

22
23
24 By 

Michael V. Infuso, Esq.
Zachary P. Takos, Esq.
3030 South Jones Boulevard, Suite
101
Las Vegas, Nevada 89146
Attorney for Plaintiff

20 DATED this 29th day of March, 2011

21 MCDONALD CARANO WILSON, LLP

22
23
24 By 

George F. Ogilvie III, Esq.
Aaron D. Shipley, Esq.
2300 W. Sahara Avenue, Suite 1000
Las Vegas, Nevada 89102
Attorneys for Defendant FDIC

ORDER

Based upon the foregoing Stipulation by and between the parties, and good cause appearing therefor,

IT IS HEREBY ORDERED that the above-captioned matter is dismissed with prejudice. Each party shall bear its own fees and costs.


United States District Judge

Dated: March 30, 2011
Case No. 2:08-cv-1762-RLH-LRL

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